

# **EXHIBIT B**

## AGREEMENT FOR LEGAL SERVICES

This agreement is by and between, Sherman Stoltz Law Group, PLLC, hereinafter referred to as "the Firm", and Nexus Services, Inc., hereinafter referred to as "Nexus", by executing this Agreement. To Wit:

### RECITALS

WHEREAS, the Firm provides legal services to criminal defendants in Virginia;

WHEREAS, Nexus is in the business of providing free legal and related services to its customers;

WHEREAS, the parties desire to enter into a relationship under which Nexus shall refer criminal defendants in need of legal representation to the Firm in exchange for a fee schedule as set forth below and provided herein;

WHEREAS, the parties intend for the duration of this contract to be from June 1, 2019 through May 30, 2020 absent a breach by either party;

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Nexus will refer the Firm potential clients who are in need of legal representation in criminal matters in the Courts that are situated in western, central, and northern Virginia.
2. Nexus shall provide notice to the Firm of all potential client referrals in the form of an email to Jessica Sherman-Stoltz. Such notice shall include, at minimum, the following information:
  - a. Name and phone number of potential client
  - b. Description of criminal charge
  - c. Name of court in which proceeding will take place
  - d. Date and time of the next scheduled court date
3. This Agreement expressly excludes all Class 1 and Class 2 felony charges unless the Firm expressly makes an exception.
4. The Firm shall advise Nexus if representing any referral would present a conflict of interest as set forth in the Rules of Professional Conduct. The Firm shall confer with Nexus when such a conflict has arisen.

5. If a referral is accepted by the Firm, the Firm shall provide the potential client an "Agreement for Legal Services", which will put the potential client on notice and serve as a full disclosure that Nexus is responsible for the potential client's legal fees as set forth in the terms of this Agreement.
6. Upon the potential client's return of the signed "Agreement for Legal Services", the attorney/client relationship between the Firm and the Client will commence. No representation shall commence until the Firm receives a signed Agreement from the potential client.
7. At the commencement of the attorney/client relationship, the Client is represented by the Firm and all decisions made regarding the Client's case shall be made solely by the Client.
8. The Firm may withdraw from further representation of a Client at any point should the Firm conclude that further representation would be in violation of the Rules of Professional Conduct.
9. Nexus understands that the Firm cannot disclose any confidential information it learns during representation of a Client.
10. Nexus agrees to pay the Firm the sum of Eighty Thousand and 00/100 Dollars (\$80,000.00) for the duration of this Agreement, on the terms and schedule set forth below:
  - a. Nexus shall pay to the Firm One Thousand Five Hundred Thirty Eight and 46/100 Dollars (\$1,538.46) per week, each week, for fiftytwo weeks.
  - b. The Firm has been representing Clients on behalf of Nexus since April 1, 2018. Nexus shall compensate the Firm for the work performed from April 1, 2018 to December 31, 2018 in the amount of \$60,000.00, which shall be paid to the firm in monthly installments to be paid in full by Nov 30, 2019.
  - c. Nexus shall then make fifty two (52) additional weekly payments of \$1,538.46 to the Firm. The first such payment shall be made on or before June 7, 2019. Regular weekly payments of \$1,538.46 shall then be made on each subsequent Friday for the duration of this Agreement.
11. In addition to the fee arrangement set forth above in Section 10, Nexus shall be solely responsible for any and all necessary costs and expenses arising out of the Firm's representation of the client as determined by the Firm. Said expenses include, but are not limited to: court reporter fees and the retention of expert witnesses.

12. The Parties foresee that Nexus will refer approximately six (6) criminal cases per month during the course of this Agreement. Should the average number of referrals per month exceed this number by fifty percent (50%) or more during the first six (6) months of the Agreement, Nexus agrees to renegotiate the set fee as set forth herein to recognize the additional caseload the Firm is handling on behalf of Nexus. The firm and Nexus agree to monitor the practicality of this number of cases and will consider whether an adjustment is necessary by mutual agreement within 90 days of the start of the agreement.
13. Should the Firm perform any work on behalf of Nexus that is outside the scope of this Agreement, the parties will enter into a separate agreement. Firm and Nexus will agree to a fee prior to representation commencing.
14. Nexus understands that the Firm cannot perform any act under the terms of this Agreement that would in any way violate the Rules of Professional Responsibility.
15. There is no automatic renewal of this Agreement at the end of the contractual period.
16. The parties hereto represent and warrant that they each have been given an opportunity to review this Agreement and they understand the terms used herein. The parties further represent and warrant that they have received the advice of independent counsel before executing this Agreement. Accordingly, the terms of this Agreement shall not be construed in favor or against either party.
17. This Agreement constitutes the entire understanding of the parties with regards to the matters addressed herein. This Agreement may not be modified except by written agreement by all the parties hereto.
18. The parties further agree that this Agreement shall be governed by the laws of the Commonwealth of Virginia and that the exclusive forum for any dispute arising under this Agreement shall be in the state courts located in Richmond, Virginia.
19. In the event of a breach of the terms of this Agreement, the cost of legal enforcement up to and including reasonable attorney's fees shall be borne by the breaching party.

*[Signatures on following page]*

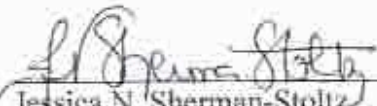


Agreement of Parties:

Date: June 11, 2019

  
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Date: May 30, 2019

  
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